

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
One Laptop Per Child Association, Inc.		02/04/2014	non-profit corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	OLPC, Inc.
<b>Street Address:</b>	200 South Biscayne Blvd
<b>Internal Address:</b>	Suite 3550
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33131
<b>Entity Type:</b>	non-profit: FLORIDA

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Serial Number:	85808884	TABTOP
Serial Number:	85949512	EXPLORE YOUR DREAMS. CHANGE THE WORLD.
Serial Number:	85949509	EXPLORE YOUR DREAMS. CHANGE THE WORLD.
Serial Number:	85949499	EXPLORE YOUR DREAMS. CHANGE THE WORLD.
Serial Number:	85949520	EXPLORE YOUR DREAMS. CHANGE THE WORLD.
Serial Number:	85808927	ONE TABLET PER CHILD
Serial Number:	85808916	ONE TABLET PER CHILD
Serial Number:	85808907	ONE TABLET PER CHILD
Serial Number:	85808903	ONE TABLET PER CHILD
Serial Number:	85809043	1 X ONE TABLET PER CHILD
Serial Number:	85809049	1 X ONE TABLET PER CHILD
Serial Number:	85809054	1 X ONE TABLET PER CHILD
Serial Number:	85809061	1 X ONE TABLET PER CHILD
Serial Number:	85949517	XO TABLET
Serial Number:	85949531	XO TABLET
Serial Number:	85949528	XO TABLET
Serial Number:	85949504	XO TABLET
Serial Number:	85957937	XO LEARNING

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85957923	XO LEARNING
Serial Number:	85957915	XO LEARNING
Serial Number:	85957907	XO LEARNING
Serial Number:	85958286	XO LEARNING SYSTEM
Serial Number:	85958275	XO LEARNING SYSTEM
Serial Number:	85958282	XO LEARNING SYSTEM
Serial Number:	85958269	XO LEARNING SYSTEM
Registration Number:	3520546	1
Registration Number:	3904585	1
Registration Number:	3592890	1
Registration Number:	3463237	1
Registration Number:	3485638	1
Registration Number:	3595359	1
Registration Number:	3946047	XO
Registration Number:	4400312	
Registration Number:	4407332	XO
Registration Number:	4407333	XO
Registration Number:	3820091	
Registration Number:	3820092	
Registration Number:	3503105	OLPC
Registration Number:	3538862	OLPC
Registration Number:	3837232	ONE LAPTOP PER CHILD
Registration Number:	3837113	ONE LAPTOP PER CHILD

**CORRESPONDENCE DATA**

**Fax Number:** 3054828600

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 305 482-8409

**Email:** IPDocketing@foley.com, jrodriguez@foley.com

**Correspondent Name:** Laura Ganoza & Foley & Lardner LLP

**Address Line 1:** 2 South Biscayne Boulevard

**Address Line 2:** Suite 1900 - Biscayne Tower

**Address Line 4:** Miami, FLORIDA 33131-1832

**ATTORNEY DOCKET NUMBER:** 099471-0101

**NAME OF SUBMITTER:** Laura Ganoza

**SIGNATURE:** /laura ganoza/

**DATE SIGNED:** 03/14/2014

**Total Attachments: 8**

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## **ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATION RIGHTS**

**WHEREAS**, One Laptop Per Child Association, Inc., a Delaware not for profit corporation (“OLPCA”), and OLPC Foundation, a Delaware not for profit corporation (“OLPCF” and together with OLPCA, hereafter “Sellers”), are the owners of the trademark applications and registrations set forth on the attached Exhibit A (the “Registrations”) for the trademarks (the “Registered Trademarks”) listed in the Registrations, and Sellers or their predecessor(s) in interest have adopted, have used and are using the Registered Trademarks; and

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, entered into on February 4, 2014 (the “Purchase Agreement”), among Sellers and OLPC, Inc., a Florida not for profit corporation (“Buyer”), Buyer has agreed to acquire from Sellers, and Sellers have agreed to transfer to Buyer, all of Sellers’ right, title and interest in and to the trademarks, business identifiers, trade dress, service marks, trade names, brand names and service marks that constitute Trade Rights under the Purchase Agreement, as well as all registrations of any of the foregoing, all applications therefor, all goodwill associated with any of the foregoing and all claims for infringement or breach thereof (collectively referred to as the “Trademarks”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby sell, assign and transfer to Buyer and its successors and assigns Sellers’ entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with (a) the goodwill of the business symbolized by the Trademarks and (b) all claims and demands that Sellers (either themselves or through their respective predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Buyer and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Sellers if this sale, assignment and transfer had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Sellers and their respective successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

This instrument may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

This instrument shall be governed by and construed in accordance with the internal laws of the State of Florida.

[Signature page follows]

IN WITNESS WHEREOF, each of the Sellers has caused its duly authorized officer to execute and deliver this instrument as of February 7, 2014.

**ONE LAPTOP PER CHILD ASSOCIATION, INC.**

**OLPC FOUNDATION**

By: [Signature]  
Name: Richard Bernstein  
Title: Chairman of the Board of Directors

By: \_\_\_\_\_  
Name: Charles Kane  
Title: Chairman of the Board of Directors

State of Florida  
County of Miami-Dade

Before me, a notary of the state and county aforesaid, personally appeared:

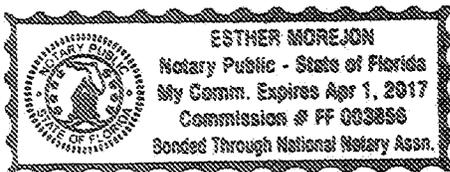
(a) Richard Bernstein, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of ONE LAPTOP PER CHILD ASSOCIATION, INC. and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer; and

(b) \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of OLPC FOUNDATION and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer.

February 7th IN WITNESS HEREOF, I hereunto set my hand and seal of my office on \_\_\_\_\_, 2014.

(Seal)

[Signature]  
\_\_\_\_\_  
Notary Public  
Name: Esther Morejon  
My Commission Expires: April 1, 2017



[Signature Page to Assignment of Trademarks and Trademark Registration Rights]

IN WITNESS WHEREOF, each of the Sellers has caused its duly authorized officer to execute and deliver this instrument as of 27 February, 2014.

ONE LAPTOP PER CHILD  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Name: Richard Bernstein  
Title: Chairman of the Board of Directors

OLPC FOUNDATION

By: \_\_\_\_\_  
Name: Charles Kane  
Title: Chairman of the Board of Directors

State of Massachusetts  
County of Middlesex

Before me, a notary of the state and county aforesaid, personally appeared:

(a) \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of ONE LAPTOP PER CHILD ASSOCIATION, INC. and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer; and

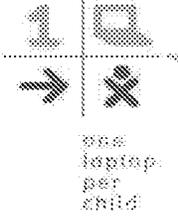
(b) Christine, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of OLPC FOUNDATION and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on Feb 4, 2014.

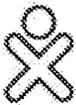
(Seal)

Constance E Welch  
Notary Public  
Name: Constance E Welch  
My Commission Expires: May 4, 2018

**EXHIBIT A TO THE ASSIGNMENT OF TRADEMARKS AND  
TRADEMARK REGISTRATION RIGHTS**

<p>(2x2 Icon Design)</p>  <p>laptop per</p> <p>Class 009 Computers, computer hardware, computer peripherals, computer networking hardware, software drivers for computer peripherals</p>	965684	Registered	European Community
<p>(2x2 Icon Design)</p> <p>Class 009 Computers, computer hardware, computer peripherals, computer networking hardware, software drivers for computer peripherals</p>	965684	Registered	International Registration - Madrid Protocol Only
<p>(2x2 Icon Design)</p> <p>Class 009 Computers, computer hardware, computer peripherals, computer networking hardware, software drivers for computer peripherals</p>	965684	Registered	Republic of Korea
<p>(2x2 Icon Design)</p> <p>Class 009 Computers, computer hardware, computer peripherals, computer networking hardware, software drivers for computer peripherals</p>	3520546	Registered	United States
<p>(2x2 Icon Design)</p> <p>Class 009 Computers, computer hardware, computer peripherals, computer networking hardware, software drivers for computer peripherals</p>	965684	Registered	Vietnam

(4x1 Icon Design)  one laptop per child Class 009, 036, 041, 042	937054	Registered	China (People's Republic)
(4x1 Icon Design) Class 009, 036, 041, 042	937054	Registered	European Community
(4x1 Icon Design) Class 009, 036, 041, 042	937054	Registered	International Registration - Madrid Protocol Only
(4x1 Icon Design) Class 009, 036, 041, 042	937054	Registered	Japan
(4x1 Icon Design) Class 009, 036, 041, 042	937054	Registered	Republic of Korea
(4x1 Icon Design) Class 009 Computer peripherals	3904585	Registered	United States
(4x1 Icon Design) Class 009 Computers, computer hardware, computer networking hardware, software drivers for computer peripherals	3592890	Registered	United States
(4x1 Icon Design) Class 036 Charitable fundraising services	3463237	Registered	United States
(4x1 Icon Design) Class 041 Providing education and training in the field of computers, communications and IT via in-person on site visits, seminars, workshops, lectures. Charitable services, providing education and training in the field of computers and IT to populations in developing nations and communities in need.	3485638	Registered	United States
(4x1 Icon Design)	3595359	Registered	United States

Class 042 Charitable services, namely providing computer equipment to populations in developing nations and communities in need			
(4x1 Icon Design)	937054	Registered	Vietnam
Class 009, 036, 041,042			
XO Design 	934470	Registered	European Community
Class 036			
XO Design	934470	Registered	International Registration - Madrid Protocol Only
Class 036			
XO Design	934470	Registered	Japan, Republic of Korea, Vietnam
Class 036			
XO Design	3946047	Registered	United States
Class 009			
XO Design	4400312	Registered	United States
Class 036			
XO Design	4407332	Registered	United States
Class 041			
XO Design	4407333	Registered	United States
Class 042			
Design [Closed Laptop]	3820092	Registered	United States
Class 009 Compact, low-cost, laptop computers intended for use by children for charitable and educational purposes			
Design [Opened Laptop]	3820091	Registered	United States
OLPC	1042710	Registered	China
Class 009, 041			
OLPC	1042710	Registered	European Community

Class 009, 041			
OLPC	1042710	Registered	International Registration - Madrid Protocol Only
Class 009, 041			
OLPC	3503105	Registered	United States
Class 009			
OLPC	3538862	Registered	United States
Class 041			
One Laptop Per Child	1041214	Registered	International Registration - Madrid Protocol Only
Class 036,042			
One Laptop Per Child	3837232	Registered	United States
Class 036			
One Laptop Per Child	3837113	Registered	United States
Class 042			
Child Design		Registered	Argentina, Brazil, China, Costa Rica, India, Israel, Libya, Nigeria, Pakistan, Thailand, Tunisia, Uruguay
			
International Class 9			
Tabtop		Pending	United States
Class 009			
Explore your dreams. Change the World.		Pending	United States
Class 009, 36, 41, 42			
One Tablet Per Child		Pending	United States
Class 009, 36, 41, 42			
(4x1 Icon design One Tablet Per Child)		Pending	United States
			
Class 009, 036, 041, 042		Class 009: Application Serial No. 85-809,043 Class 036: Application Serial No. 85-809,049 Class 041: Application Serial No. 85-809,054	

		Class 042: Application Serial No. 85-809,061	
XO Tablet		Pending	United States
 Class 009, 36, 41, 42			
XO Learning (and design)		Pending	United States
Class 009, 36, 41, 42			
XO Learning System		Pending	United States
Class 009, 36, 41, 42			